



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Contract with David M. Griffith and Associates, Ltd. to File the City of Lodi's 1991-92 State Mandate Claims

MEETING DATE: July 17, 1991

PREPARED BY: Assistant City Manager

RECOMMENDED ACTION: The City Council authorize the City Manager to enter into a contract with David M. Griffith and Associates, Ltd. (DMG) to file the City's 1991-92 State Mandated claims.

BACKGROUND INFORMATION: For the past few years the City has contracted with DMG to file its SB 90 claims.

The cost of this service is \$2,450 plus 30% of all claims filed and paid to a maximum of \$7,000.

Last year the City received \$60,764 from State mandated costs. We paid \$11,679.20 for these same services for a net of \$49,084.80.

Council is urged to again enter into this agreement with DMG.

FUNDING: General Fund

Respectfully submitted,

Jerry L. Glenn
Assistant City Manager

JLG:br

Attachment

CCCOM256/TXTA.07A

APPROVED: _____

THOMAS A. PETERSON
City Manager



Agreement to Provide

Mandated Cost Claiming Services

The City of Lodi (hereinafter City) and David M. Griffith & Associates, Ltd. (hereinafter Consultant) jointly agree as follows:

1. Scope of Services

The Consultant shall file claims for reimbursable state mandated **costs** as provided herein.

A. Annual State Mandated Cost Claims

The Consultant shall prepare, submit and file on the City's behalf the following state mandated cost claims:

- (1) Police Department Domestic Violence Calls as specified in Chapter 1609, Statutes of **1984**. Fiscal year **1990-91** actual costs and **1991-92** estimated costs.
- (2) Police Department CPR Pocket ~~Masks~~ as specified in Chapter **1334**, Statutes of **1987**. Fiscal year **1990-91** actual costs and **1991-92** estimated costs.
- (3) Business License ~~Tax~~ Reporting Requirements as specified in Chapter **1490**, Statutes of **1984**. Fiscal year **1990-91** actual costs and **1991-92** estimated costs.
- (4) Structural and Wildland Firefighters Safety Clothing and Equipment specified in Title 8, California Administrative Code. Fiscal year **1990-91** actual costs and **1991-92** estimated costs.
- (5) Firefighters Personal Alarm Devices as specified in Title 8, California Administrative Code. Fiscal year **1990-91** actual costs and **1991-92** estimated costs.
- (6) Regional Housing ~~Need~~ Determinations as specified in Chapter **1143**, Statutes of **1980**. Fiscal year **1990-91** actual costs and **1991-92** estimated costs.
- (7) Absentee Ballots as specified in Chapter 77, Statutes of **1978**. Fiscal years **1990-91** actual costs and **1991-92** estimated costs.
- (8) Mandate Reimbursement Process as authorized by Chapter **486**, Statutes of **1975** and Chapter **1489**, Statutes of **1984**.
- (9) Other Claims. The Consultant may also file additional claims if any such claims remain and it is economically justified to file same.

The claims to be filed under Scope of Services **A.** are claims that are included in the State Controller's claiming instructions that provide for claims to be submitted by November 30, 1991.

B. Scope of Services--Senate Bill 1333 Claims

The Consultant shall prepare, submit and file on the City's behalf the following new or first time state mandated cost claims pursuant to the Controller's claiming instructions which are scheduled for release in September 1991 and include provisions for the reimbursement of mandates authorized in Senate Bill 1333 of the 1990 California Legislative Session.

- (1) Investment Reports **as** specified in Chapter **1226**, Statutes of 1984. **AH** applicable years.
- (2) Open Meetings Act **as** specified in Chapter 641, Statutes of 1986. All applicable years.
- (3) Subdivision Mergers **as** specified in Chapter **845**, Statutes of 1983. All applicable years.

C. Scope of Services - Senate Bill 174

If prior to September 1, 1992 the State Controller issues claiming instructions for new claims included in Senate Bill 174 (Alquist), introduced in the 1990 Legislative session the Consultant shall prepare, submit and file on the City's behalf all new or first time state mandated cost claims which are relevant to the City's operations.

2. Consultant Claim Filing Requirements

The Consultant shall file these claims to the extent that appropriate documentation is available and verifiable. The City explicitly acknowledges that the Consultant does not warrant under Scope of Services **A.** and **B.** that claims will be filed for all of the mandates listed nor that the filed claims will be complete claims.

3. Limitation On Services Scope.

Notwithstanding any other provisions of this Agreement, the submission of claims pursuant to Scope of Services 1.A and 1.B may be waived in the following circumstances:

- A. ~~At City Option.~~ At the discretion of the City, the City at the time of contract execution, may select either or both services described under Sections 1.A and 1.B. above (Scope of Services). Selection of one service and not the other is indicated by striking through the entire applicable paragraph above (Scope of Services 1.A. or Scope of Services 1.B.). In so striking out such paragraph all references to that service contained in this Agreement are deleted without further**

action required of the City. All provisions of the agreement relating to the remaining service continue in effect.

4. Compensation and Method of Payment

Compensation and method of payment shall be as follows for services selected pursuant to Scope of Services 1.A, 1.B. and 1.C.

A. Scope of Services 1.A - Fixed Fee

For all of the above services provided pursuant to Scope of Services 1.A, City agrees to pay Consultant upon submission of claims to the State Controller due November 30, 1991, a fixed fee of two thousand four hundred fifty dollars **(\$2,450)**. The fixed fee shall be due upon receipt of Consultant's invoice following submission of such claims.

B. Scope of Services 1.B - Contingent Fee

The City shall pay the Consultant a fee equal to thirty percent (30%) of all claims filed and paid to a maximum of seven thousand dollars (\$7,000).

C. Scope of Services 1.C - Contingent Fee

The City shall pay the Consultant a fee equal to thirty percent (30%) of all claims filed and paid by the State to a maximum of seven thousand dollars (\$7,000).

D. Contingent Fee Payment

Payment for contingent claiming shall be made from monies actually received from the State resulting from the Consultant's efforts. Monies received shall be defined as actual payments resulting from the Consultants filing estimated claims for **FY** 1991-92 and actual payments received for actual fiscal year costs as allowed for in the State Controller's claiming instructions that are issued prior to September 1, 1992 and as contained in Scope of Services 1.B and 1.C herein. The fee, which in no case shall exceed the maximum amount, is due within four weeks of City receipt of reimbursement from the State.

5. Services and Materials to be Furnished by the City

The Consultant shall provide guidance to the City in determining the data required for claims submission. The Consultant shall assume all data so provided to be correct. The City further agrees to provide all specifically requested data, documentation and information to the Consultant in a timely manner. Consultant shall make its best effort to file claims in a timely manner pursuant to Scope of Services 1.A, 1.B and 1.C. Consultant shall not be liable for claims that can not be filed as a result of inadequate data or data provided in an untimely manner. For purposes of this Agreement, data that is requested prior to November 1, 1991 must be received by the Consultant by November 15, 1991 to be deemed to have been received in a timely manner.

6. Not Obligated to Third Parties

The City shall not be obligated or liable hereunder to any party other than the Consultant.

7. Consultant Liability if Audited

The Consultant will assume all financial and statistical information provided to the Consultant by City employees or representatives is accurate and complete. Any subsequent disallowance of funds paid to the City under the claims for whatever reason is the sole responsibility of the City. Except that, should the City be required to return money that the Consultant was paid in contingent fee the Consultant shall return this amount to the City.

8. Indirect Costs

The cost claims to be submitted by the Consultant may consist of both direct and indirect costs. The Consultant may either utilize the ten percent (10%) indirect cost rate allowed by the State Controller or calculate a higher rate if City records support such a calculation. The Consultant by this Agreement is not required to prepare a central service cost allocation plan or a departmental indirect cost rate proposal for the City.

9. Consultant Assistance if Audited

The Consultant shall make workpapers and other records available to the state auditors. The Consultant shall provide assistance to the City in defending claims submitted if an audit results in a disallowance of a least twenty percent (20%) or seven hundred fifty dollars (\$750), whichever is greater. Reductions of less than twenty percent (20%) or seven hundred fifty dollars (\$750) shall not be contested by the Consultant.

10. City Contact Person

The City designates the following individual as contact person for this contract:

Name: Jerry L. Glenn

Title: Assistant City Manager
City Hall 221 W. Pine Street
Lodi, CA 95240

Telephone 209/333-6700

FAX: 209/333-6755

Contract Validity Date

To be valid this contract must be signed by the City by September 20, 1991. If signed after that date the Consultant cannot guarantee acceptance of the Agreement unless otherwise agreed upon.

Offer is made by Consultant:

Date: June 13, 1991

David M. Griffith & Associates, Ltd.

By: Louis E. Chappuie
Louis E. Chappuie
Executive Vice President

Offer is accepted by City:

By: _____
Thomas A. Peterson, City Manager
Date: _____

ATTEST:

APPROVED AS TO FORM:

Alice M. eimche, City Clerk

Bob McNatt, City Attorney

Please note that we cannot guaranty acceptance of this Agreement if it is not returned by the date indicated in Paragraph 11.

Please Return One Signed Copy of Agreement To:

David M. Griffith & Associates, Ltd.
5715 Marconi Avenue, Suite A
Carmichael, California 95608
(916) 485-8102
FAX: (916) 485-0111